AMENDMENT OF SOLICITATI	ON/MODIFICATI	ON OF CONTRACT	1. Contract		Page 1 Of 8		
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req			o. (If applicable)		
0002	2001MAR14	SEE SCHEDULE					
6. Issued By	Code w52H09	7. Administered By (If other	than Item 6)		Code		
TACOM-ROCK ISLAND AMSTA-LC-CAW-A NANCY MONIKE (309)782-4900 ROCK ISLAND IL 61299-7630							
EMAIL: MONIKEN@RIA.ARMY.MIL		SCD	PAS	AD	P PT		
8. Name And Address Of Contractor (No., Stro	eet, City, County, State and	l Zip Code)	9A. Amendme	nt Of Solicitat	ion No.		
			DAAE20-00-T-	-0393			
			9B. Dated (See				
			2000OCT18				
			10A. Modifica	tion Of Contra	act/Order No.		
Color Fortite Color			10B. Dated (Se	ee Item 13)			
Code Facility Code	THIS ITEM ONLY ADDIT	ES TO AMENDMENTS OF S	OI ICITATION	JC			
X The above numbered solicitation is amen							
I inc above numbered solicitation is amen	2001MAR29 03:45pm	The nour and date specified is	or receipt of Of	iers			
Offers must acknowledge receipt of this am (a) By completing items 8 and 15, and retur offer submitted; or (c) By separate letter or ACKNOWLEDGMENT TO BE RECEIVE SPECIFIED MAY RESULT IN REJECTIO change may be made by telegram or letter, opening hour and date specified.	endment prior to the hour ning <u>2 signed</u> copies of telegram which includes a D AT THE PLACE DESIG DN OF YOUR OFFER. If	of the amendments: (b) By ack reference to the solicitation an GNATED FOR THE RECEIPT by virtue of this amendment yo	nowledging reco nd amendment r FOF OFFERS l ou desire to char	eipt of this amoumbers. FAI PRIOR TO TI nge an offer al	endment on each copy of the LURE OF YOUR HE HOUR AND DATE ready submitted, such		
12. Accounting And Appropriation Data (If re	quired)						
13. THIS		O MODIFICATIONS OF CO act/Order No. As Described In		DERS			
A. This Change Order is Issued Pursua The Contract/Order No. In Item 10			The Cl	hanges Set For	th In Item 14 Are Made In		
B. The Above Numbered Contract/Ord Set Forth In Item 14, Pursuant To T		9 ,	uch as changes	in paying offic	e, appropriation data, etc.)		
C. This Supplemental Agreement Is En	tered Into Pursuant To Au	thority Of:					
D. Other (Specify type of modification a	and authority)						
E. IMPORTANT: Contractor is not 14. Description Of Amendment/Modification (<u> </u>	this document and return		copies to the Is			
SEE SECOND PAGE FOR DESCRIPTION	organized by COI section	notatings, morating sometimes.	a convince subje		20 20453001		
Except as provided herein, all terms and condi and effect.	tions of the document refer	renced in item 9A or 10A, as he	eretofore chang	ed, remains u	nchanged and in full force		
15A. Name And Title Of Signer (Type or print		16A. Name And Title	Of Contracting	Officer (Type	or print)		
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of	America		16C. Date Signed		
		By	/SIGNED/				
(Signature of person authorized to sign)	_		of Contracting (Officer)			
NSN 7540-01-152-8070		30-105-02		STANDARD	FORM 30 (REV. 10-83)		

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

- 1. The purpose of this amendment is to re-open solicitation DAAE20-00-T-0393 and change the method of this procurement from 100% small business set-aside to an unrestricted solicitation.
- 2. The closing date of the solicitation has been extended from December 15,2001 to March 29, 2001.
- 3. In accordance with the above, the following clauses are deleted:

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IF0348 - FAR 52.219-6 Notice of Total Small Business Set-Aside (Alternate I) IF0410 - FAR 52.219-8 Utilization of Small Business Concerns
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4. The following clauses have been added:

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BA6701 - DFARS 252.225-7008, Supplies to be Accorded Duty-Free Entry
FF0027 - FAR 52.242-15, Stop Work Order
FS7240 - FAR 52.247-4531, Cognizant Transportation Officer
IA0509 - DFARS 252.227-7032, Rights in Technical Data and Computer Software (Foreign)
IA0516 - DFARS 252.225-7041, Correspondence in English
IA0606 - DFARS 252.229-7000, Invoices Exclusive of Taxes or Duties
IA0614 - DFARS 252.232-7008, Assignment of Claims (Overseas)
IA0615 - DFARS 252.233-7001, Choice of Laws (Overseas)
IA0733 - DFARS 252.225-7002, Qualifying Country Sources as Subcontractors
IA7007 - DFARS 252.229-7001, Tax Relief
IF0058 - FAR 52.229-6, Taxes - Foreign fixed-price Contracts
IF0092 - FAR 52.253-1, Computer Generated Forms
IF0129 - FAR 52.249-1, Termination for Convenience of the Government (Fixed-price) (Short Form)
IF0181 - FAR 52-222-19, Child Labor - Cooperation with Authorities and Remedies
IF0326 - FAR 52.223-6, Drug Free Workplace
IF7220 - FAR 52.227-1, Authorization and Consent
LF6008 - FAR 52.216-1, Type of Contract
LF6014 - FAR 52.211-14, Notice of Priority Rating for National Defense Use
MS7006 - FAR 52.245-4519, Evaluation Procedures for Use of Government-Owned Production and Research Property
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5. All other terms and conditions remain the same.

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SUPPLIES OR SERVICES AND PRICES/COSTS PRODUCTION QUANTITY NSN: 3930-01-333-4720 NOUN: FORK MOUNT ASSEMBLY FSCM: 19200 PART NR: 12916927 SECURITY CLASS: Unclassified PRON: M101A362M1 PRON AMD: 01 AMS CD: 070011JEE62 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD	11	EA	s	\$
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DOC SUPPL				
001 W52H090241H673 W45G19 J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 11 0150				
FOB POINT: Destination				
SHIP TO: PARCEL POST ADDRESS (W45G19) XU W390 RED RIVER MUNITIONS CTR RECEIVING BLDG 499 10 ST AND K AVE TEXARKANA TX 75507-5000				
	001 W52H090241H673 W45G19 J 2 DEL REL CD	001 W52H090241H673 W45G19 J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 11 0150 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W45G19) XU W390 RED RIVER MUNITIONS CTR RECEIVING BLDG 499 10 ST AND K AVE	001 W52H090241H673 W45G19 J 2 DEL REL CD OUANTITY DAYS AFTER AWARD 001 11 0150 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W45G19) XU W390 RED RIVER MUNITIONS CTR RECEIVING BLDG 499 10 ST AND K AVE	001 W52H090241H673 W45G19 J 2 DEL REL CD OUANTITY DAYS AFTER AWARD 001 11 0150 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W45G19) XU W390 RED RIVER MUNITIONS CTR RECEIVING BLDG 499 10 ST AND K AVE

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Status Regulatory Cite	Title		Date	

MAR/1998

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

None, unless authorized by Contracting Officer at time of award.

(BA6701)

1 CHANGED 252.225-7008

DFARS

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DELIVERIES OR PERFORMANCE

2 ADDED 52.242-15 STOP-WORK ORDER AUG/1989

3 ADDED 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993

TACOM-RI

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CONTINUATION SHEET
CONTINUATION SHEET

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CONTRACT CLAUSE	ES		
4 ADDED	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2001
5 ADDED	52.223-6	DRUG-FREE WORKPLACE	MAR/2001
6 ADDED	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
7 ADDED	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
8 ADDED	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
9 ADDED	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
10 ADDED	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
11 ADDED	DFARS 252.227-7032 DFARS	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)	JUN/1975
12 ADDED	252.229-7000 DFARS	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
13 ADDED	252.232-7008 DFARS	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
14 ADDED	252.233-7001 DFARS	CHOICE OF LAWS (OVERSEAS)	JUN/1997
15 ADDED	252.229-7001 DFARS	TAX RELIEF	JUN/1997

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME:	OF	TAX:	RATE	PERCENTAGE):	

- (b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.
- (c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

End of Clause

(IA7007)

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Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

16 CHANGED 52.216-1 TYPE OF CONTRACT

APR/1984

The Government contemplates award of a Firm Fixed-price contract resulting from this solicitation.

(End of Provision)

(LF6008)

EVALUATION FACTORS FOR AWARD

17 ADDED 52.245-4519

EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND

FEB/1996

TACOM-RI RESEARCH PROPERTY

- (a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.
- (b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

Offer	is	predicated	on	use	of	Government	property	in	offeror's	possession.

_____ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement:
Number and Date:
Cognizant Government Agency (including address):

- (c) Offeror is required to submit with his offer:
- (1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.
- (2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

- (d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.
- (e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.
- (f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: _____ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-

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free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

 $\underline{\mathsf{TxRxPxS}} = \mathsf{C}$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

- R: Rental rate.
- P: Production period (months).
- Q: Quantity of items to be procured.
- S: Pro rata share, if applicable.
- C: Evaluation factor to be added to unit price.
- (h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.
- (i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.
 - (j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.
- (1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
 - (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7006)